

CITY OF DIAMONDHEAD RESOLUTION OF SUPPORT OF THE CLARITY LAW

WHEREAS, in Mississippi's three coastal counties, property insurance premiums have escalated at an unprecedented rate since 2005, thousands of residents have experienced canceled policies by property insurance companies, and the economic health of the coastal counties and even the state of Mississippi has been negatively impacted, and

WHEREAS, on the Mississippi Gulf Coast, high property insurance premiums have been an impediment to what should have been a robust housing market and contributed to ongoing depressed economic growth, and

WHEREAS, wind insurance premiums in Mississippi coastal counties seem to have been based upon unrealistic hurricane models since Katrina in 2005 which has resulted in higher property damage risk, and

WHEREAS, there needs to be an equitable model developed to ensure losses justify the rates homeowners and businesses in the Mississippi coastal counties are being charged, and

WHEREAS, accurate data reporting from insurance companies by zip code and county is the preferred model to establish rates and is essential to protect property owners and businesses from being overcharged, and

WHEREAS, in order to assure transparency in the insurance industry in Mississippi, legislation should be enacted to require insurance companies to report premium claims data by zip code and county, and

WHEREAS, the states of Alabama and Louisiana have already passed similar legislation, and

WHEREAS, coastal legislators, counties, municipalities, property owners, businesses and the Mississippi Affordable Wind Insurance Coalition, support a bill identical to Mississippi House Bill 753 passed in the 2014 session of the state legislature, and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Diamondhead, Mississippi, encourage the Governor, Lt. Governor, the Mississippi Insurance Commissioner, Mississippi State Senators and Legislators and the Mississippi and the Mississippi Senate and House Insurance Committees to support the passage and full implementation of a Clarity Law in Mississippi.

BE IT FURTHER RESOLVED, that the Mayor and Council of the City of Diamondhead, Mississippi encourage other municipalities and counties to communicate their support of an insurance Clarity Law by passing similar resolutions thereof

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Lopez	_____	_____	_____
Councilmember Lafontaine	_____	_____	_____
Councilmember Sislow	_____	_____	_____
Councilmember Rech	_____	_____	_____
Councilmember Knobloch	_____	_____	_____
Mayor Schafer	_____	_____	_____

seal

APPROVED: _____
Mayor Thomas E. Schafer, IV

ATTEST: _____
Kristin Ventura, City Clerk

THIS IS TO CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED BY THE CITY OF DIAMONDHEAD,
MISSISSIPPI, ON THE _____ DAY OF _____, 2014.

Clerk

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HANCOCK COUNTY
BOARD OF SUPERVISORS AND THE CITY OF DIAMONDHEAD FOR THE USE OF
OFFICE SPACE BY HANCOCK COUNTY SOLID WASTE AUTHORITY IN
DIAMONDHEAD CITY HALL THROUGH DECEMBER 31, 2017**

WHEREAS, the City of Diamondhead and the Board of Supervisors of Hancock County, Mississippi, desire to continue to work together to combine governmental activities in the City of Diamondhead in a cost effective manner which we believe will result in substantial savings to the taxpayers of the City of Diamondhead and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by § 17-13-1 and § 17-17-5, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of this Agreement is to provide that the City of Diamondhead will, during the term hereof and under the conditions set forth in this Agreement, provide office space for a Solid Waste Enforcement Officer to Hancock County Solid Waste Authority, as more specifically set forth herein, upon reimbursement of certain fees from the Hancock County Board of Supervisors unto the City of Diamondhead under the terms and conditions set forth in this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Hancock County, Mississippi, and the City of Diamondhead, shall

each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in solid waste disposal at minimum cost to the taxpayers of the City of Diamondhead.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY"), and HANCOCK COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as the "COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by § 17-13-7(1), Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; the CITY and the COUNTY agree as follows, to-wit:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by the City Manager of the City of Diamondhead, under the direction of its Mayor and Council Members, and the County Administrator of Hancock County, Mississippi, under the direction of the Hancock County Solid Waste Authority and the Board of Supervisors of Hancock County, Mississippi.

**SECTION 2: USE OF OFFICE SPACE IN DIAMONDHEAD CITY HALL BY
HANCOCK COUNTY SOLID WASTE AUTHORITY**

The COUNTY and the CITY recognize that under § 17-17-5, Mississippi Code of 1972, Annotated, as Amended, the board of supervisors and/or municipal governing body shall provide for the collection and disposal of garbage and the disposal of rubbish. The County and the City agree that the Hancock Solid Waste Authority has been tasked with the enforcement of §

17-17-5.

The County and the City have agreed that pursuant to the foregoing statutory authority, it is necessary that a Solid Waste Enforcement Officer be provided office space for the fulfillment of his/her duties in the City of Diamondhead.

SECTION 3: GENERAL PROVISIONS RELATING TO THE USE OF OFFICE SPACE BY HANCOCK COUNTY SOLID WASTE AUTHORITY

- (a) The City shall furnish one (1) office to one (1) Solid Waste Enforcement Officer in the City of Diamondhead's City Hall Building located at 5000 Diamondhead Circle, Diamondhead, MS 39525.
- (b) The City shall furnish all utilities except telephone/internet/computer related fees.
- (c) It is mutually agreed and understood by the County and City that there will be no rent or lease due by the County to the City for the use of office space by the Solid Waste Enforcement Officer.

SECTION 4: FINANCING

The parties may each finance the performance of their respective duties under this Agreement by any means lawfully available to them. Consequently, no joint financing staffing, supplying, or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement. No funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 5: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint Board.

SECTION 6: TITLE TO REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property be

transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is not vested. All real and personal property owned by Diamondhead, or purchased by the City of Diamondhead pursuant to this Agreement shall remain the property of the City of Diamondhead; all real and personal property owned or purchased by Hancock County pursuant to this Agreement shall remain the property of Hancock County upon the termination of this Agreement.

SECTION 7: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

SECTION 8: CITY OF DIAMONDHEAD SHALL MAINTAIN LIABILITY INSURANCE

The City of Diamondhead and the County herein agree that it shall be the responsibility of the City of Diamondhead to maintain its own general premises and liability insurance, public official insurance and insurance on any matters pertaining to this Agreement. The County will be responsible their own insurance.

SECTION 9: SEVERABILITY

If any part, term, or provision of this Agreement ever be held illegal, unenforceable, or in conflict with any applicable law, the validity for the remaining portions or provisions shall not be affected thereby.

SECTION 10: TERM OF AGREEMENT

This Agreement shall become active as of January 1, 2015, when approved by the Attorney General for the State of Mississippi, and filed with the State Auditor and Secretary of State, and shall expire on December 31, 2017. Provided, however, the City must ratify and affirm this Interlocal Agreement at its next City Council meeting or shortly thereafter. Upon the mutual agreement of the parties this Agreement may be renewed. This Agreement may be terminated by the mutual agreement of the parties, upon 60 days written notice to the President of the Board of Supervisors and Mayor of the City.

SECTION 11: AMENDMENT

This Agreement may be amended upon the written agreement of both parties, provided such amendment is approved by the Attorney General of the State of Mississippi, pursuant to Mississippi Code of 1972, Annotated § 17-13-1, et. seq., as amended.

SECTION 12: APPROVAL BY ATTORNEY GENERAL

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law. Should the attorney General fail to approve any section of the services listed herein, the governing authorities of the City and of the County will be required to adopt a newly drafted agreement, unless otherwise stated by the Attorney General.

The Clerks of the City and Board of Supervisors shall spread this Agreement upon the minutes of the respective governing authorities and shall, upon receipt of the approval or rejection of said Attorney General, spread said approval or rejection upon the minutes, noting in the minute book where the Attorney General's approval or disapproval may be found. The

Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi, and recorded in the Office of the Secretary for State.

SECTION 13: JOINDER AGREEMENT BY HANCOCK COUNTY SOLID WASTE AUTHORITY

The City and the County recognize that the services provided herein require the approval and cooperation of the Hancock County Solid Waste Authority, who, while independently operating within the County, nevertheless is budgeted by the Hancock County Board of Supervisors, and their activities are necessarily governed by the extent and purposes of the budget approval by the Hancock County Board of Supervisors. Therefore, the Hancock County Solid Waste Authority has been fully advised and has cooperated in the formulation of this Agreement and joins herein as a signature party, giving their approval and consent to all matters contained within this Agreement which may be under their jurisdiction or subject to their independent action.

END OF AGREEMENT

IT WITNESS WHEREOF, I, THOMAS E. SCHAFER, IV, MAYOR OF THE CITY OF DIAMONDHEAD, the officer duly authorized to the premises by Resolution of the City of Council of the City attached hereto, do hereby set and subscribe my signature on behalf of the City to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and the City.

WITNESS MY SIGNATURE this, the ____ day of _____, 2014.

Thomas E. Schafer, IV Mayor
City of Diamondhead

ATTESTED:

City Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AS TO FORM:

Attorney for the City of Diamondhead

IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HANCOCK COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Interlocal Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Hancock County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS OUR SIGNATURES, this the ____ day of _____, 2014.

HANCOCK COUNTY BOARD OF SUPERVISORS

Hancock County Solid Waste Authority

Supervisor, District 1

Attorney for Hancock County, Mississippi

Supervisor, District 2

Supervisor, District 3

Supervisor, District 4

Supervisor, District 5

ATTEST:
